

## ASSIGNMENT OF CLAIM

VENDOR RECOVERY FUND IV, LLC a business organized under the laws of the State of New York, having offices at PO BOX 669, Smithtown, NY 11787 ("Assignor") for good and valuable consideration in the amount of \$ 3,000.00 (the "Purchase Price"), does hereby absolutely and unconditionally sell, transfer and assign unto TURN, The Utility Form Network, the Utility, with offices at 268 Bust Street, #3933 San Francisco, CA 94104, its successors and assigns ("Assignee"), all rights, title and interest in and to the claim of Assignor (the "Claim 1556") against Pacific Gas and Electric Company, Debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Northern District of California (the "Court"), Case No. 19-30089 ("Debtor"), in the amount of not less than \$ 984.00 and all rights and benefits of Assignor relating to the Claim, including without limitation any interest, penalties and fees, if any, which may be paid with respect to the Claim, and all cash, securities, cure payments, instruments and/or other property which may be paid or issued in satisfaction of the Claim.

A Proof of Claim in the amount of \$983.84 HAS BEEN DULY AND TIMELY FILED in the Proceedings. If the Proof of Claim amount differs from the Claim amount set forth above, Assignee shall nevertheless be deemed the owner of that Proof of Claim subject to the terms of this Agreement and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Assignor represents and warrants that the Claim is a valid general unsecured trade claim against the Debtor. The Claim reflected in the Debtors most recent Schedules of Liabilities in the Proceedings is \$ 984.00, that no payment has been received by Assignor or on behalf of Assignor, in full or partial satisfaction of the Claim; that Assignor has not previously assigned, sold or pledged the Claim to any third party, in whole or in part; that Assignor owns and has sole title to the Claim free and clear of any and all liens, security interests or encumbrances of any kind of nature whatsoever.

In the event all or any part of the Claim is disallowed in the Proceedings for any reason whatsoever, Assignor shall make immediate restitution and repayment of the proportional Purchase Price equal to the Purchase Price times the ratio of the amount of the disallowance divided by the Claim Amount ("Restitution Payment"), no later than ten (10) business days after receiving a written demand from Assignee notifying of such disallowance. Such Restitution Payment shall be made together with interest, calculated at the rate of five (5%) percent per annum, from the date of Assignor's execution of this Agreement until the date that such Restitution Payment is received by Assignee. Assignor further agrees to reimburse Assignee for all losses, costs, and expenses, including reasonable legal fees and costs, incurred by Assignee as a result of Assignee's enforcement of its rights under this paragraph.

This Assignment of Claim shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Assignment of Claim may be brought in any State or Federal Court located in the State of California.

Assignor hereby waives its right to raise any objections thereto and its right to receive notice pursuant to Rule 3001 of the Rules of Bankruptcy Procedure.

IN WITNESS WHEREOF; the undersigned Assignor has duly executed this Agreement of Claim by its authorized representative this 14 day of Aug 2019.

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

Dawn Benson  
\_\_\_\_\_  
PRINT NAME/TITLE

Benson@Drumcapital.com  
\_\_\_\_\_  
EMAIL ADDRESS

631-791-815  
\_\_\_\_\_  
PHONE NUMBER